

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

NBJ Marina, LLC, d/b/a Lake Murray Marina
at Marina Bay,

Plaintiff,

v.

Sherri Moyer, *in personam*, and A Certain
Vessel Built in 1983, 36ft. in length, Hull ID
No. 14361, *in rem*,

Defendants.

C.A. No.: 3:24-cv-05636-MGL

VERIFIED COMPLAINT

(Rule 9(h))

COMES NOW, through undersigned counsel, Plaintiff, NBJ Marina, LLC, D/B/A Lake Murray Marina at Marina Bay who files this Verified Complaint against defendants, Sherri Moyer *in personam* and a Certain Vessel Built in 1983, 36 ft. in length, Hull ID No. 14361, *in rem*, seeking an Order that Defendants immediately leave premises owned and operated by plaintiff as well as damages for amounts owed for breach of contract.

Plaintiff, NBJ Marina, LLC, D/B/A Lake Murray Marina at Marina Bay respectfully represents upon information and belief as follows:

JURISDICTION

1. This is an admiralty and maritime claim within this Court's admiralty jurisdiction pursuant to 28 U.S.C. § 1333, Federal Rule of Civil Procedure 9(h), and the supplemental jurisdiction of this Court pursuant to U.S.C. § 1367.

PARTIES

2. Plaintiff, NBJ Marina, LLC, D/B/A Lake Murray Marina at Marina Bay ("NBJ") is a South Carolina limited liability company. NBJ is the owner and operator of the Lake Murray

Marina, a marina where vessels are moored pursuant to Mooring License Agreements and which is located within the jurisdiction of this Court.

3. Defendant Sherri Moyer (“Moyer”) is a citizen of the State of South Carolina.

4. Moyer is the owner of a Certain Vessel Built in 1983, 36 ft. in length, Hull ID No. 14361 (the “Vessel”).

5. The Vessel is now, or will be during the pendency of process hereunder, within this Judicial District and within the jurisdiction of this Honorable Court, and upon information and belief, is moored at Lake Murray Marina.

FACTS

6. NBJ is the owner and operator of the Lake Murray Marina where vessels are moored at slips in the marina and provides licenses for vessel owners to moor their vessels at that location.

7. NBJ and Moyer entered into such a Mooring License Agreement, dated April 8, 2024 (“the Mooring License Agreement”), pursuant to which Moyer was permitted to moor the Vessel at Dock C, Slip C 41 of the Lake Murray Marina. A copy of the Mooring License Agreement is attached as **Exhibit A**.

8. Clause 7 of the Mooring License Agreement provides:

7. BREACH/DEFAULT: Any one or more of the following shall constitute a default by Owner:

(A) Failure by Owner to timely pay the required fees or other charges of the Marina due hereunder.

(B) Failure by Owner to perform any of his other duties and obligations hereunder.

(C) Discord or indecorous conduct by Owner, Owner's family, guests or invitees which may, in the reasonable discretion of Marina, result in injury to a person, cause damage to property, disturb or annoy others or harm the reputation of the Marina and notwithstanding any other provision, is cause for immediate termination of this License Agreement and removal of the boat in question from the premises.

(D) Failure of Owner, Owner's family, visitors, guests, invitees, agents or employees to comply with this License Agreement and Marina's Rules and Regulations, as amended from time to time. Breach of the foregoing shall permit the immediate termination of this License Agreement.

(E) Failure by Owner to notify the Marina if Owner removes Owner's boat(s) from the Marina in excess of thirty consecutive days shall be grounds for immediate termination of this License Agreement, permit the Marina to deem the moorage slip abandoned, apply Owner's advance payments on hand to Owner's account, close out Owner's account and enter into a moorage license agreement with

9. From on about September 27, 2024 and, upon information and belief, continuing through the date of the filing hereof, in breach of Clause 7 (C) of the Mooring Lease Agreement, Moyer engaged in numerous instances of discord and indecorous conduct which disturbed and annoyed other vessel owners and harmed the reputation of the Marina.

10. Therefore, in accordance with Clause 7 (C), NBJ was entitled to terminate the Mooring Lease Agreement between Moyer and NBJ with immediate effect.

11. On October 4, 2024, on account of Moyer's breaches of the Mooring License Agreement, NBJ terminated Moyer's Mooring License Agreement and ordered her to remove the Vessel immediately. A copy of the Notice of Default and Termination is attached as **Exhibit B**.

12. Despite receiving the Notice of Default and Termination, Moyer has refused and continues to refuse to remove the Vessel from the Lake Murray Marina.

BREACH OF CONTRACT

13. Plaintiff repeats and incorporates herein the preceding paragraphs.

14. NBJ and Moyer had a binding contract for the mooring of the Vessel at Lake Murray Marina.

15. Moyer has breached that contract by engaging in discord and indecorous conduct.

16. NBJ has properly terminated the Mooring Licenses Agreement and ordered Moyer and the Vessel to leave.

17. In further breach of contract, Moyer and the Vessel refused to leave.

18. NBJ seeks damages for the breach of contract by Moyer.

19. Further, NBJ seeks an order from this Court that Moyer remove the Vessel from the Lake Murray Marina immediately.

WHEREFORE, NBJ prays for the following relief:

- A. That this Verified Complaint be deemed good and sufficient;
- B. Damages for Breach of Contract;
- C. An Order that Moyer immediately remove the Vessel from the Lake Murray Marina;
and,
- D. Such other legal and equitable relief as the Court deems just and proper.

Respectfully submitted this 8th day of October, 2024

ADAM AND REESE LLP

/s/ W. Taylor Stanley

W. Taylor Stanley, Fed Id. No.: 11741

1221 Main St., Suite 1200

Columbia, SC 29201

Telephone: 803-254-4190

Facsimile: 803-779-4749

Email: Taylor.stanley@arlaw.com

Attorneys for the Plaintiff

VERIFICATION

I, Shelly W. Little am the **Vice President** of NBJ Marina, LLC, D/B/A Lake Murray Marina at Marina Bay. The facts set forth in the Verified Complaint are true and correct based upon my personal knowledge and belief, except to those matters pled upon information and belief, and as to those matters, I believe them to be true.

Pursuant to 28 U.S.C. § 1746, I solemnly declare under penalty of perjury that the foregoing is true and correct.

Executed on this 8th day of October, 2024.



Shelly W. Little
Vice President